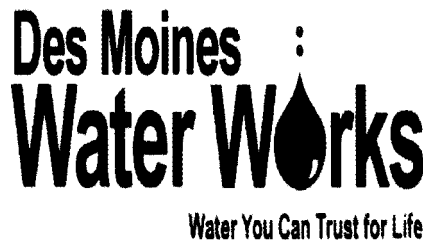


DES MOINES BD. OF / AFSCME (BLUE 08-10  
WATER WORKS COLLAR)  
TRUSTEES

**Agreement  
Between the  
Des Moines Water Works  
And  
AFSCME, Council 61  
and its  
Affiliated Local 3861**



**January 1, 2008  
through  
December 31, 2010**

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EMPLOYMENT  
RELATIONS BOARD  
DES MOINES, IA

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## **ARTICLE 1**

### **AGREEMENT**

#### **1.1 Agreement**

This agreement is entered into this first (1<sup>st</sup>) day of January, 2008 by and between the Des Moines Water Works, hereinafter referred to as the “Employer” and the American Federation of State, County and Municipal Employees Iowa Council 61, AFL-CIO and the affiliated Local 3861 herein after referred to as the “Union.” Throughout this Agreement, whenever the word “Act” appears, this refers to the Iowa Public Employment Relations Act.

#### **1.2 Purpose and Intent**

The general purpose of this Agreement is to set forth the agreed upon terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Employer, the Employees, and the Union. The parties also recognize that the interests of the community depend upon the Employer’s success in establishing a proper service to the community. To these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Employees.

## **ARTICLE 2**

### **RECOGNITION AND UNION SECURITY**

#### **2.1 Bargaining Unit**

The Employer hereby recognizes the Union as the exclusive bargaining representative for the purposes of collective bargaining for all regular full-time and regular part-time employees of the Des Moines Water Works excluding administrative management employees, professional employees, interns, supervisors, seasonal and temporary employees, procedures and customer service analysts, and employees excluded by Section 4 of the Act (PERB Case #6024).

#### **2.2 Exclusive Representative**

During the term of this agreement the Employer shall not meet and negotiate with any group of employees or with any other Employee Organization with respect to the terms and conditions of employment covered by this agreement. Nothing in this agreement prevents an employee team working on a project to recommend items as a part of that project, that relate to the terms and conditions of employment covered by this agreement, provided that such recommendations are an incidental aspect of the employee team's work.

#### **2.3 Bulletin Boards**

The Union shall be permitted to maintain bulletin space of approximately 3' by 2' in the following locations:

- a) Office lunchroom area
- b) Water Production
- c) Water Distribution
- d) Lab
- e) Vehicle Maintenance
- f) Grounds Shop
- g) Botanical Center

No political campaign literature or material detrimental to the Employer or the Union shall be posted on the Union bulletin boards. The Union bulletin boards will be maintained on the employee's own time. A Union officer, who shall sign and date the posting prior to placement on the bulletin board, shall review all postings.

## **2.4 Dues Deduction**

A. The Employer will deduct Union dues from an employee's or new employee's net pay, if the employee provides a written authorization for the deduction. The authorization for the deduction must be received not less than 15 days prior to the end of the pay period when deductions are to begin. An employee may cancel the deduction of dues after giving the Employer thirty days notice of the cancellation.

B. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. All notices will be turned in to the Labor Relations Manager. Such authorizations must be executed by the employee and be revoked by the employee at any time by giving written notice to the Employer. The Union agrees that all contributions are voluntary and will not pressure or coerce any member to contribute. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union. The Labor Relations Manager will send an itemized statement showing the name of the employee whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

C. In the event of enhanced union security provisions. The collection of fair share or agency shop fees from bargaining unit members who are not members of the Union becomes authorized by State Law, and becomes a mandatory subject of bargaining, the parties agree to open this provision and/or section of the contract for the purpose of negotiations.

## **2.5 Transmitting the Dues to the Union**

The Employer will transmit the dues so deducted to the Union. The Employer shall also provide the union with a report of which employees had dues deducted for the payroll period.

## **2.6 Hold Harmless**

The Union shall hold the Employer harmless for any liability for compliance with dues deduction authorizations.

## **2.7 Non-Discrimination**

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the Employer's employees to refrain from Union membership. There shall be no unlawful harassment or discrimination because of membership or non-membership in the Union.

## **2.8 Union Activity Protection**

The Employer and the Union recognize the Public Employment Relations Act and the protection it provides employees, the Union and the Employer.



**ARTICLE 3**  
**NO STRIKE NO LOCKOUT**

**3.1 No Strike**

The Union recognizes it's statutory obligations and responsibility to avoid and avert a strike. Therefore for the duration of this Agreement, the Union agrees that neither it, it's officers, agents, representatives or members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Iowa Code Section 20.12.

**3.2 No Lockout**

No lockout of employees shall be instituted by the Employer during the term of this agreement.

## **ARTICLE 4**

### **DEFINITIONS**

#### **4.1 Employee**

Throughout this Agreement, wherever the word "employee" appears, it shall be limited to mean a "regular employee," in the bargaining unit and shall be construed to mean the male or female gender.

#### **4.2 Regular Employee**

A "regular employee" is a full-time or part-time employee who has completed his/her new employee period. A regular full-time employee is one who is scheduled to work 40 or more hours per week on a regular basis.

#### **4.3 Temporary Employees**

Temporary employees, defined as employees from an employment agency and students including interns performing bargaining unit work, and seasonal employees who work hours that coincide with breaks in the school year are not regular employees under this Agreement, shall accrue no seniority, and will not be entitled to any benefits under this Agreement. A temporary employee shall not work more than six consecutive full months unless notified at the commencement of employment that the position is temporary or of limited duration. Quarterly, the Employer shall supply a current list (not to exceed 20 temporary employees) with start date and expected duration.

#### **4.4 New Employee**

A "new employee" is one who has not completed six months of paid, active employment, which time period may be extended if the new employee fails to achieve a satisfactory performance rating in all categories at the end of the six month period. A new employee may be discharged without cause.

#### **4.5 Pilot Project**

The parties agree to a pilot project of one (1) year. The Employer will notify the Local Union President and/or Chapter Chair that a new employee has successfully completed the five (5) month evaluation. The Union Representative assigned by the Local President and/or Chapter Chair shall notify his/her immediate supervisor who shall contact the Supervisor of the new employee and arrange such meeting/orientation. The Union Representative shall be granted up to thirty (30) minutes for the Union orientation. The thirty (30) minute Union orientation shall be in pay status for both the Union Representative

and new employee. The parties further agree the pilot project shall be reviewed and discussed, after one (1) year, for continuation of the pilot project.

**ARTICLE 5**  
**NON-UNIT EMPLOYEES**

**5.1 Non-Bargaining Unit Employees**

The parties recognize that the size and nature of the Employer's business demands that non-bargaining unit employees and supervisors may, from time to time, who safely can, perform work regularly assigned to employees covered by this Agreement. Operation of heavy equipment by non-bargaining unit employees and supervisors may only be performed during emergency situations. Accordingly, it is agreed and understood that nothing herein shall limit or restrict such practices consistent with the Employer's past practice.

## **ARTICLE 6**

### **SENIORITY**

#### **6.1 Definition**

Seniority means an employee's length of continuous service with the employer since his/her date of hire. Service in a temporary position shall be included in the computation of seniority if the employment was in the same classification and continuous to the appointment to a regular position in the collective bargaining unit.

In the event two (2) employees have the same original date of employment, seniority rank shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

An employee shall lose seniority when the employee resigns, retires, is discharged for cause, has been on an unpaid leave of absence for 12 months or more, has been laid off and is no longer eligible for recall, or fails to return from a leave when the leave terminates or when the employee is released to return to work.

An employee shall cease to accrue seniority (but shall retain previously earned seniority) during an unpaid leave of absence or more than sixty days (other than union leave under 15.3 of this Agreement, or while on lay-off but eligible for recall.

The Employer will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract.

#### **6.2 Seniority Lists**

The Employer shall prepare a seniority lists. The list shall be updated quarterly, January 2, April 1, July 1, October 1 of each year, and sent to the Local Union Officer/designee from the Labor Relations Manager.

The list shall contain each employee's name, classification, date of hire and seniority rank. A copy of the seniority list shall be furnished to AFSCME/Iowa Council 61, by the Employer.

Employees shall have thirty (30) days from the date of posting to appeal their seniority rank. After the appeal time, the seniority rank posted shall be presumed correct. The posted seniority list shall be used to determine seniority until an updated list is posted and the appeal period has expired.

**ARTICLE 7**  
**JOB OPENINGS – TRANSFER PROCEDURES**

**7.1 Job Opening Procedures**

All job openings within the bargaining unit, other than an opening in a temporary position, shall be posted for six (6) work days. The posting will list the minimum job and testing requirements, and all employees who possess the minimum job requirements are eligible to apply for the position. The Employer shall determine the qualifications of all applicants who apply for each vacancy and the Employer reserves the right to hire the most qualified applicant. When applicants have relatively equal qualifications, preference will be given to the internal applicant, based upon his/her seniority.

The Employer will, if requested in writing, inform any employee who applies for the position of the reasons why the employee was not the most qualified for the position, within five (5) working days of the request.

The union may grieve the reasonableness of the Employer's determination.

**7.2 Equal Qualifications**

When two or more internal applicants have relatively equal qualifications, the internal applicant with the greatest seniority will be given priority. When determining qualifications the Employer may consider prior performance evaluations, educational background and training, skills and ability and other relevant factors.

**7.3 Shift Changes**

Before a vacancy is posted, employees within the classification shall be allowed to bid for a shift change. For the purposes of shift bidding only, the employee with the greatest time within the classification shall be given priority.

**ARTICLE 8**  
**LAY-OFF AND RECALL PROCEDURES**

**8.1 Application of Lay-off**

The Union recognizes the right of management to lay off or to reduce the hours of employment in accordance with the procedures set forth in this Article. Such procedures shall not apply to lay-off of seasonal, temporary or new employees.

**8.2 General Lay-off Procedures**

When a layoff or hours reduction occurs, the following general rules shall apply:

1. Lay-off shall be by classification.
2. The Employer may not lay off regular employees until they have eliminated all non-regular positions within the classification, including temporary, and or new employees.
3. The Employer shall notify the affected employee and the union at least twenty (20) working days prior to the effective date of the lay-off or shall pay the affected employee twenty (20) days pay in lieu of notice.
4. Employees in the lay-off unit shall be laid off in accordance with seniority and ability. Lay-off shall be by seniority with the least senior employee being laid off first, unless the least senior employee possesses special skills and ability required to meet the needs of the Employer.

**8.3 Bumping Rights**

1. Employees affected by a layoff may displace the least senior employee in a lower job family position as set out in Appendix C, or a regular employee, new employee, or temporary employee in a lateral or lower bargaining unit position in which the employee has previously worked, provided that they have greater seniority and are qualified to perform the work of the employee being displaced.
2. Employees exercising bumping rights must notify the employer in writing of their intention to exercise their bumping rights within five (5) calendar days of the notification of layoff to the employee.
3. Employees bumping into a lower pay classification shall maintain their current rate of pay unless such pay would be greater than the maximum rate of pay for that



classification, in which case such pay shall be at the highest rate for that classification.

#### **8.4 Re-employment**

1. Employees laid off or who displace an employee in a lower job family position because of reduction in force shall maintain recall rights to their previously held position and shall be recalled to a vacant position in the classification from which they were reduced, provided such vacancy becomes available within eighteen (18) months of the date of such lay-off, and further provided they meet the minimum qualifications for that position.
2. When a former employee is notified of an available position, he/she must make a decision to return to the Employer in writing within 6 days or he/she will be removed from the re-employment list.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

**9.1 Purpose**

The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible step. The grievance procedure set out in this article shall be exclusive and shall replace any other grievance procedure used for the adjustment of any disputes arising from the application and interpretation of this agreement. However, any bargaining unit employee shall have the right to meet and adjust their individual complaint with the Employer.

**9.2 Definition**

A grievance is defined as a timely filed claim on behalf of an employee covered by this Agreement which alleges that there has been a violation of a provision of this Agreement by the Employer. All references to “days” in this Article shall mean work days.

**9.3 Steps**

Before a grievance is filed, any employee who has a concern regarding this Agreement shall promptly attempt to resolve the concern informally with the appropriate supervisor(s) who is designated for this purpose by the Employer. The employee shall have the option to be accompanied by a Representative of the Local Union (Steward or Chief Steward). The supervisor(s) will give his/her oral answer to the concern within three (3) days after the concern was presented to him/her. A new steward may be accompanied by a Chief Steward for training purposes at the informal step. The Labor Relations Manager will be notified of any new stewards.

**Step One:** If the dispute remains after the attempt to informally resolve the concern, the grievance will be reduced to writing, signed and submitted by the union to the employee’s department Director(s) or designee selected by that director within ten (10) days after the occurrence upon which the grievance is based. The grievance shall state the date the incident took place, reasonably detailed relevant facts upon which it is based, the section of this Agreement alleged to have been violated, the issue involved (which means how the

contract was violated), and the relief sought. Within seven (7) days of the receipt of the written grievance the department Director(s) or designee will meet with the Representative of the Local Union (Steward or Chief Steward) and the grievant in an attempt to resolve the dispute. The purpose of the meeting will be to afford management and the grievant and/or the Representative of the Local Union (Steward or Chief Steward) an opportunity to provide verbal and written communication about the party's positions. If a settlement is not reached the department Director(s) or designee will provide a written answer to the union within ten (10) days following such a meeting. A new steward may be accompanied by a Chief Steward for training purposes at Step One. The Labor Relations Manager will be notified of any new stewards.

**Step Two:** If the grievance is not settled in Step One and the union wishes to appeal the grievance to Step Two, the union will submit the grievance to the Labor Relations Manager, or designee, within seven (7) days after receipt of the department Director's answer. The Labor Relations Manager, or designee, the Director and Supervisor(s) from the grieved department, a Representative of AFSCME/Iowa Council 61 and a Representative(s) of the Local Union (Steward and Chief Steward), and the grievant, will meet in an attempt to resolve the dispute, within seven (7) days or at a time mutually agreeable to the parties. The purpose of the meeting will be to afford management and the grievant and/or the Union representative an opportunity to provide verbal and written communication about the party's positions. If a settlement is not reached or grievance is not withdrawn, the Employer's representative will provide a written answer to the union within ten (10) days following such a meeting.

#### **9.4 Arbitration**

If the grievance is not settled in accordance with the foregoing procedure, the Union, and in the case of an employee's grievance, only with the approval of the employee, may request arbitration by written notice of arbitration, submitted to the Employer within fifteen (15) days after the receipt of the Employer's answer in Step Two. The authorized representative of the Union must sign said written notice. The parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, the Union shall promptly request the Iowa Public Employment Relations Board to submit a panel of seven (7) arbitrators, with costs split by the parties. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) days after receipt of the panel, the Union shall strike the first name from the list, the Employer the second, and thereafter, each shall in that order, alternately strike a name from the list and the seventh and remaining person shall act as the arbitrator. In order to be considered timely, a grievance must be scheduled for an arbitration hearing no later than nine (9) months from the date the grievance was answered by the Employer at Step 2.

Subject to the availability and convenience of the employer and Union representatives, the arbitrator shall schedule the time and place for a hearing on the grievance, with each side having the right to file a post-hearing brief.

#### **9.5 Authority**

An arbitrator selected pursuant to the provisions of Section 9.4 shall have no authority or power to amend, modify, nullify, ignore, add to or subtract from any provision of this Agreement, or to limit the authority reserved to the Employer by Section 20.7 of the Code of Iowa. No prior discipline may be challenged in a grievance arbitration hearing. The arbitrator's decision shall be based solely upon his/her reasonable interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The arbitrator may not hear more than one grievance, unless the presentation of more than one grievance involving similar facts, issues and contract provisions is mutually agreed to. No monetary liability shall accrue against the Employer prior to the date of the occurrence upon which the timely grievance was based. Consistent with these provisions, a decision of the arbitrator shall, if within the scope of the arbitrator's authority and supported by a preponderance of the competent evidence, be final and binding on all parties.

## **9.6 Expenses**

The parties shall each pay one-half of the reasonable expenses, fees and costs of the arbitrator, and hearing room. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives and witnesses.

## **9.7 No Interference with Work**

Grievance meetings between management and the union shall be scheduled by the management representative during the grievant's work day. A union steward and employee may consult with management during working hours relative to a grievance matter by first contacting the employee's supervisor. The employee's supervisor shall schedule a meeting during the employee's workday to take place as soon as possible for the employee with a union steward through the union steward's supervisor. If the meeting also occurs during his or her workday, the union steward may participate without loss of pay. If requested, a fifteen minute meeting between an employee and Union Steward will be granted and scheduled by the employee's supervisor and Union Steward's supervisor. The Supervisor(s) shall receive a 24 hour notice for such meeting. All non-scheduled meeting(s) between the Union Steward and employee shall be conducted outside the workday and without pay.

Union business will be conducted outside work hours unless authorized by management.

## **9.8 Time Limits**

The time limits specified in this Article shall be strictly observed. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee and the Union shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered withdrawn and the grievant and the Union shall be barred from further pursuit of the grievance. The failure of the employer's representative to answer a grievance or an appeal thereof within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step. Time limits may be extended only by mutual written Agreement of the parties.

## **9.9 Lists**

For informational purposes only, the Union shall provide to the Director of Human Resources a written list setting forth the names and jurisdictional areas of grievance representatives. The Employer shall provide the Union with a list of management representatives and designees to contact on grievance matters.

#### **9.10 New Employees**

Notwithstanding any of the provisions of this agreement, the release of new employees shall not be subject to the grievance procedure.

#### **9.11 Confidentiality of Procedures**

All meetings and hearings under this grievance procedure shall be confidential and limited to the parties, their representative(s) and witnesses. Documents created for and relating to grievance matters which include confidential information shall be treated as confidential and may not be re-disseminated to any person not directly involved with the processing of the grievance. The unauthorized re-dissemination of such information shall subject an employee to disciplinary action.

#### **9.12 Exchange of Information for Processing Grievances**

- A. The Union and the Employer agree that it is incumbent upon the parties to share all information available regarding grievances involving the Union, employees, and the Employer.
- B. Weingarten principles (the right of an employee who reasonably believes that they may be subject to discipline to have, upon the employee's request, a Union Representative present during the investigatory interview) shall apply during investigatory interviews of an employee.
- C. Upon request from the Union Representative either Local or Council 61, the Employer will provide the Union Representative with written statements of witnesses, if they exist.
- D. Upon request from the Employer's Representative, the Union will provide the Employer's Representative with statements of witnesses, if they exist.
- E. After the date for an Arbitration hearing is established, the AFSCME/Iowa Council 61 Representative and the Representative for the Employer will schedule a meeting, not less than one (1) week prior to the grievance Arbitration hearing date, to exchange all evidence relevant to the grievance that is available to them at the time through the exercise of reasonable diligence. If not provided at the pre-Arbitration meeting, evidence cannot be offered at the Arbitration hearing unless the party can prove that evidence was not available to the party through the exercise of reasonable diligence.

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**ARTICLE 10**  
**DISCIPLINE AND DISCHARGE**

Disciplinary action may include oral reprimand, written reprimand, suspension, or discharge. The type of corrective action that is applied is generally determined by the seriousness of the offense. Those offenses of less serious nature do not usually require immediate dismissal, but may require some form of corrective action; progressive discipline will be followed where applicable. Offenses of a serious nature may justify immediate discharge without prior warning or attempts at remedial action. An employee may be disciplined or discharged for any reason, which is for just cause. Oral reprimands, written reprimands, clarifications of expectations, or other similar memoranda shall be removed from the employee's personnel file after eighteen (18) months, provided no further disciplinary action has been taken against the employee, upon written request from employee. Upon written release from the employee, the Union shall receive written notice of any disciplinary action imposed upon an employee within five (5) working days of the time such written request is received. The enforcement of discipline will not be unduly delayed.

## **ARTICLE 11**

### **HEALTH AND SAFETY**

#### **11.1 Responsibility**

The Employer agrees to provide a safe workplace. Employees will cooperate with the Employer in abiding by Employer rules and regulations as to health and safety. Nothing shall imply that the Union has undertaken or assumed any portion of the Employer's responsibility.

#### **11.2 Health Qualifications**

All employees shall at all times possess the health qualifications required by the Employer to safely perform a given task. The Employer may require demonstration of job-related health qualifications through medical assessments such as a pulmonary function test or a physical abilities test. Employees are required to promptly report any injury or accident, or unsafe or unhealthy condition to supervision.

#### **11.3 Regulations**

Both the Employer and the employees shall comply with all applicable occupational safety and health standards and regulations.

#### **11.4 Drug Tests**

The Employer reserves the right to require any employee to submit to a drug and/or alcohol test whenever required or permitted pursuant to any applicable federal or state statute or regulation.

#### **11.5 Tools and Equipment**

Employer owned tools and equipment shall be in a safe working condition. Employees are responsible for properly using and caring for the tools and equipment owned by the Employer.

#### **11.6 Protective Equipment**

The Employer shall furnish protective clothing and equipment (including non-prescription safety glasses) in accordance with applicable federal and state regulations. The Employer shall continue to provide appropriate clothing for employees required to work in inclement weather or hazardous environments as has been provided. The style and color of all clothing furnished shall be at the Employer's discretion.



### **11.7 Glasses and Footwear**

Employees required to wear safety glasses at all times shall be provided up to one hundred sixty dollars (\$160) credit per year toward the cost of purchasing safety glasses (more than one pair if the employee so chooses). Employees who are occasionally required to wear safety glasses and who wear prescription glasses shall receive the same allowance. Employees required to wear safety shoes or boots shall be provided up to one hundred eighty dollars (\$180) credit every two years toward the cost of safety shoes or boots. Meter readers shall receive the same allowance for appropriate walking footwear. The specified two year period for safety boots will be the same for all employees. The beginning of the two year period for safety boots reimbursement will be January 1, 2007. Employees required to wear safety boots will be allowed to purchase safety boots (more than one pair if employees so chooses) and shall be eligible to receive reimbursement not to exceed one hundred eighty (\$180) for the specified two year period. Meter readers shall receive the same allowance for appropriate walking footwear (leather walking boots, tennis shoes designated as walking tennis shoes, leather hiking boots).

### **11.8 Uniforms**

An employee may be required by the Employer to wear a uniform. The Employer shall provide the uniforms for such employees. For the purposes of this agreement a uniform shall be defined as clothing uniquely related to the job and not appropriate for other wear. Uniforms shall not be worn when an employee is not on duty except for traveling to and from the workplace. Employees may wear one union lapel pin, not to exceed ¾" in diameter, on uniforms or their own clothing when at work. The Employer agrees to supply and maintain uniforms to those employees who are required to provide their own tools in Vehicle Maintenance.

### **11.9 Central Safety Committee**

The Employer and the Union agree to establish and maintain a safety committee and determine the departments from which the members will be appointed. The Employer and the Union shall appoint an equal number of employees to the team. The Assistant General Manager/designated Director at the Water Works and the Chapter Chair of the Union shall be equal permanent members of the committee. The Assistant General Manager/designated Director at the Water Works and the Chapter Chair shall be co-chairs of the committee. The Safety Manager will be a permanent member of the committee and provide accurate information regarding safety issues to the committee.

Departments may establish their own safety committees and the Union may appoint at least one member of the teams in departments which have bargaining unit employees.

#### **11.10 Training**

Where CEUs or special certifications are required for an employee to be licensed or certified for their job, the Employer agrees to pay for the training. Attendance at, and travel to and from the training will be considered work time according to federal and state statute. Attendance at such training is subject to supervisory approval.

## **ARTICLE 12**

### **WAGES**

#### **12.1 Wage Schedule**

- a. The pay grade for each classification shall be as set out in the attached schedule.
- b. Employees shall receive a step increase as of the first day of January of each year of the contract unless the employee is on a Performance Improvement Plan. An employee who successfully completes a Performance Improvement Plan will then be eligible for a non-retroactive increase to the step withheld.
- c. Nothing in this agreement prohibits the Employer from granting employees a lump sum award or bonus. The Employer may pay a one-time cash inducement to new hires based upon labor market factors.

#### **12.2 Initial Step Placement**

- a. The Employer may place a new employee on the schedule commensurate with the new employee's qualifications. If the new employee has completed six months of employment by the next January 1, the employee will receive a one step increase on that date. If the employee has not completed six months of employment by the next January 1, the employee will remain on the same step, but the new wage schedule will apply.
- b. Current employees promoted to a higher pay grade, shall be placed in the new grade at the nearest higher wage step to the current pay. They then receive a step increase the following January 1.
- c. Current employees transferring to a new job within the same pay grade shall receive no pay adjustment at the time of transfer. They shall receive a step increase the following January 1.
- d. Current employees moving to a new job in a lower pay grade may be placed at the step of the pay grade commensurate with their qualifications. Employees returning to a job classification which they previously held shall be placed at the step representing where they would have been, if they had stayed in that

position. In no case, shall the rate of pay be greater than the maximum rate of pay for that classification. Such employees shall then receive a step increase the following January 1.

### **12.3 Above Grade**

Employees at or above the highest wage for their pay grade shall receive not less than a 2.0% increase.

### **12.4 Temporary Assignments**

An employee who is temporarily assigned to a position in a higher pay grade shall be placed at the higher pay grade minimum or the employee's current rate of pay plus seventy-five cents (0.75) whichever is greater, beginning with the sixth (6<sup>th</sup>) day of the temporary assignment. If management knows at the on-set of the temporary assignment that the temporary assignment will exceed ten (10) days in length, any applicable pay increase will be given on the first day of the assignment.

## **ARTICLE 13**

### **HOURS OF WORK**

#### **13.1 Definition**

Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per workweek.

#### **13.2 Assignment of Work**

The Employer may assign an employee to a shift or work schedule as needed to efficiently operate the Employer's business. Nothing in this agreement shall be interpreted to limit the employer's ability to assign work to employees, including the right to assign, lengthen or shorten shifts or hours of work, or overtime as the Employer, in its discretion, determines is best for the operation of the business.

#### **13.3 Change in Work Schedules**

The Employer shall provide ten (10) calendar days written notice to the employee prior to making a permanent change in work schedules.

#### **13.4 Overtime**

The Employer shall pay overtime pay for hours worked in excess of forty hours per work week. Holidays falling on an employee's regularly scheduled work day, employer approved training and conferences, jury leave, voting leave, personal leave, bereavement leave, sick days, Emergency Response Time and vacation days will count towards the forty hour standard. No other non-work time will count toward the forty hours.

#### **13.5 Wash-up Time**

Employees shall receive reasonable and adequate wash-up time consistent with available facilities immediately prior to the end of the shift. The Employer shall determine those positions, which shall qualify for wash-up time.

#### **13.6 Breaks**

All bargaining unit employees will receive two (2) fifteen (15) minute paid rest periods per day scheduled during the first and second halves of the employee's shift, unless otherwise scheduled by the employee's supervisor.

### **13.7 Night Shift Differential**

The Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of 5% per hour for any regularly scheduled shift of which four or more hours occur between 6:00 p.m. and 6:00 a.m. Employees who are regularly assigned to a rotating shift shall be eligible for shift differential.

### **13.8 Weekend Shift Differential**

The Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of 15% per hour for any regularly scheduled weekend shift of which four or more hours occur between 12:00 a.m. Saturday and 12:00 a.m. Monday. Employees who are regularly assigned to a rotating shift shall be eligible for shift differential.

### **13.9 On-call**

The Employer will specifically designate those employees in writing who will be in on-call status. An employee who is in on-call status is responsible for keeping the Employer aware of his or her whereabouts and shall be immediately available by telephone or pager. An employee in on-call status shall receive one hour's pay for each weekday and one and one-half hour's pay for each weekend day and paid holiday that an employee is in said status. An employee in on-call status for the two days of holiday at Christmas and Thanksgiving shall receive two and one half hours pay.

The on-call day shift begins at the beginning of the work shift and ends at the beginning of the work shift the next day. Employees designated to serve on-call may get someone in the same job classification to take their call for them (laborer in pipelines and concrete worker are considered the same classification for this section). Under this option, the employee may only have the substitute fill in for 1/3 day (8 hour) periods. On regularly scheduled work days, the substitute will be paid 1/2 of their daily on-call rate for this period. The employee originally designated to serve on-call will not be paid for this period, but will be paid 1/2 of their daily on-call rate assuming they are on-call the remainder of the day. On weekends and holidays, the substitute will be paid 1/3 of their daily on-call rate for this period. The employee originally designated to serve on-call will not be paid for this period, but will be paid 2/3 of their daily on-call rate assuming they are on-call the remainder of the day. Once the employee has made such an arrangement they will need to communicate this information to their supervisor.

When the on-call personnel are on sleep recovery, other personnel will be assigned to take their place on-call until their exemption from call-in expires. These employees shall be selected by their supervisor using volunteers when possible. The replacement employees will be paid ½ of their daily on-call rate and the employees returning from sleep recovery will be paid ½ their daily on-call rate.

#### **13.10 Emergency Response Pay**

The Employer agrees that employees called back for duty or called in on an employee's day off will be guaranteed a minimum of two (2) hours pay at the appropriate rate of pay. To qualify for call-in pay, the time worked cannot be contiguous to the beginning or the end of an employee's scheduled work shift. Non-emergency, scheduled meetings are excluded from emergency response pay.

#### **13.11 Sleep-in Time**

The Employer agrees that in emergency situations (main breaks, snow removal, etc.) it may be necessary to require employees to work several hours during a time when they would normally be off. As a result employees may be too fatigued to work their next shift in full. In this event, except in cases of extreme emergency, employees shall be compensated with paid time off and excused from further call-in for a period of time. Sleep time reporting time shall start at the time the employee(s) receive(s) call to report to work. Paid work time begins when employee(s) enters Des Moines Water Works guard station. Reference chart is set forth in Appendix B, which is attached hereto and incorporated by this reference.

#### **13.12 Phone-call Pay for Employees in Non-pay Status**

If an employee is called at home according to protocol, the employee will be paid a flat rate of \$6.00 per call. If a call is 15 minutes or more in duration, the employee will be paid at their regular rate, rounded up or down to the nearest 15 minutes, in lieu of the \$6.00 flat rate. This rate will be subject to overtime, if more than 40 hours are worked during that week. If this calculation results in pay of less than \$6.00, the \$6.00 flat rate will apply.

This payment will be restricted to calls made to employees who are not on-call, when it is necessary to ask them a question related to their technical job knowledge and expertise. It does not apply to calls made for administrative reasons, such as being called for timesheet information or for discussions of work scheduling, etc.

**ARTICLE 14**  
**FRINGE BENEFITS**

**14.1 Insurance and Flex Pay**

During the year 2008, the Employer shall pay up to \$310.00 per month for single health insurance for each regular full time employee. The Employer shall pay up to \$740.00 per month for family coverage. During the year 2009, the Employer shall pay up to \$330.00 per month for single health insurance for each regular full time employee. The Employer shall pay up to \$815.00 per month for family coverage. During the year 2010, the Employer shall pay up to \$350.00 per month for single health insurance for each regular full time employee. The Employer shall pay up to \$890.00 per month for family coverage. Employees shall be eligible for medical insurance and the Employer contribution on the first day of the month following the employee's hire. The Employer shall not pay any amount in excess of the actual premium. Any changes in health insurance coverage will be negotiated with the Union. The Employer reserves the right to change insurance carriers for equivalent coverage.

Employees are eligible for additional benefits described below on the first day of the month following the completion of three months of employment. The Employer shall provide \$151.50 per month in flex pay which an eligible regular employee can use to purchase additional benefits or apply to the cost of health insurance. Employees in non-pay status do not accrue flex pay.

Additional benefits available for purchase include dental insurance, vision insurance, and supplemental life insurance, provided minimum participation levels are met. Additional voluntary benefits for purchase may be offered at the Employer's discretion. The Employer shall continue to provide a medical expense flexible spending account and a child care flexible spending account. Employees may also elect to receive any remaining flex pay benefit as an addition to salary. Such salary amounts are subject to taxation as wages and will be paid net of taxes and the employer's added costs for IPERS, FICA, and other mandatory contributions based on wages.

The Employer shall continue to provide long term disability insurance, which pays 60% of salary after six months of disability.



The Employer shall continue to provide term life insurance coverage in an amount equal to annual salary rounded to the next \$500. It shall also include accidental death and dismemberment coverage equal to an employee's annual salary rounded to the next \$500.

Part-time employees have the option of joining the group medical, vision, and dental plans at their own cost.

#### **14.2 Workers Compensation Benefits**

According to applicable State law, the Employer will provide Workers Compensation Insurance. If an employee cannot return to work after a work-related injury, the next three days shall be recorded as the employee's sick leave. Pay from the workers compensation carrier will be calculated beginning the fourth day away from work. Employees may request to supplement workers compensation pay with sick leave, vacation, or personal leave. If an employee is off 14 consecutive or non-consecutive days, then workers compensation retroactively pays for the first three days of absence, and the sick leave used is credited back to the employee.

#### **14.3 Deferred Compensation**

The Employer shall continue to provide a Section 457 deferred compensation plan that enables full-time employees to defer pretax base pay and shift differential into investment options for retirement savings. Eligibility begins on the first day of the month following the completion of three months of employment.

Employees with three (3) months or more of employment will receive an Employer match of \$1.00 for every \$2.00 employee contribution up to 4.25% of base pay and shift differential.

Employees with Five (5) or more years of service will receive an Employer match of \$1.00 for every \$2.00 employee contribution up to 4.50% of base pay and shift differential.

Employees with Ten (10) or more years of service will receive an Employer match of \$1.00 for every \$2.00 employee contribution up to 5.00% of base pay and shift differential.

Employees with Fifteen (15) or more years of service will receive an Employer match of \$1.00 for every \$2.00 employee contribution up to 5.50% of base pay and shift differential.

Employees with Twenty (20) or more years of service will receive an Employer match of \$1.00 for every \$2.00 employee contribution up to 6.00% of base pay and shift differential.

#### **14.4 Sick Leave**

Full-time employees earn 24 hours of sick leave after three (3) months of employment, and then earn 3.7 hours per pay period with unlimited accumulation. Employees in non-pay status shall not accrue sick leave. Employees shall be eligible to cash in up to 90% of 900 hours at retirement during the term of this agreement.

Sick leave may be used for personal or immediate family illness. Immediate family is defined as spouse, dependent children and foster children, dependent adults, parents, step-parents, and parents-in-law, and dependent grandchildren.

Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery.

Employees may use accrued sick leave for personal medical, vision, or dental appointments that cannot be scheduled at times other than during working hours. Employees may use accrued sick leave for care of and necessary attention to ill or injured members of the immediate family (as defined in paragraph two (2) of this section). Sick leave shall not be used for any reasons not specifically set forth in this section.

Employees who are ill or have been absent because of an ill family member should complete a sick leave request upon their return to work. An employee may be required to present a doctor's receipt upon their return to work. This receipt should state the date of the doctor visit, length of illness, date allowed to return to work, and any restrictions upon their return to work..

#### **14.5 Personal Leave**

After three months of employment, full-time employees earn two hours of personal leave for every month in which no absence occurs. An absence is defined as any sick leave and/or time off without pay in excess of two hours. Doctor appointments, including travel time, do not constitute an absence if 24 hours of advanced notice is given and a doctor's receipt is provided upon return to work. Time away from work for bereavement, jury duty, or an on-the-job injury or illness is not considered an absence.

A maximum of 48 hours of personal leave may be carried over each year or cashed in at retirement. Employees will have the option to cash in personal hours each November. Personal hours must be taken at a time and in increments mutually acceptable to the employee and the supervisor.

#### **14.6 Bereavement Leave**

Paid leave will be granted for work time lost due to a death in the family. Up to five days will be granted for the death of a spouse, child, stepchild, and foster child. Up to three days will be granted for the death of a parent, father/mother-in-law, stepparent, brother/sister, or stepbrother/sister. Up to eight hours will be granted for the death of a grandparent, grandchild, brother/sister-in-law, or son/daughter-in-law. Up to four hours will be given to attend the service of a fellow employee or retiree, or to act as a pallbearer at any service.

#### **14.7 Vacation**

After three months of full-time employment, twenty hours of vacation are credited the following pay period. Vacation then accrues biweekly up to a maximum depending on years of employment as follows:

<u>Length of Service</u>	<u>Biweekly Accrual</u>	<u>Maximum Accrual</u>
3 months to 5 years	3.08 hours	120 hours
5 to 12 years	4.62 hours	180 hours
12 to 19 years	6.16 hours	240 hours
19 years or more	7.70 hours	300 hours

Employees in non-pay status shall not accrue vacation. For auditing reasons, employees in the Finance and Information Systems Departments (excluding meter reading staff) must accumulate and use 40 consecutive hours of vacation each year.

Based on their length of service, part-time employees earn vacation at a prorated rate based upon the number of hours worked in the pay period.

Full- and part-time employees have the option of purchasing additional vacation at the beginning of each benefit year. Full-time employees may purchase an extra 8 to 40 hours of vacation each year, and part-time employees may purchase “one week” in proportion to their budgeted hours. Hours purchased, plus any vacation hours at purchase date, must

be used by the end of the benefit year. Vacation must be taken at a time and in increments mutually acceptable to the employee and the supervisor.

In scheduling vacation, employees shall submit an electronic or written request to their supervisor for vacations of one week of duration or more by March 1 of each year. For the purposes of this paragraph only, a holiday may be combined with vacation time to meet the one-week duration requirement. Requests shall be approved based upon seniority as defined in Article 6. Requests made after March 1, and those requests made for less than one week in duration, will be approved on a first come, first served basis. In the event two requests are received at the same time, the requests will again be approved based upon seniority.

#### **14.8 Holidays**

Regular and new full-time employees shall receive eight (8) hours of Holiday pay for the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Fourth of July	Christmas Day and either the
Labor Day	day before or the day after

Part-time employees shall receive a portion of the holiday pay prorated on the basis of their annually budgeted hours. Employees who work more than eight hours a day shall be paid for their regular shift. When the holiday falls outside the regularly scheduled work week, the employee will receive eight (8) hours compensation.

Each regular full time and part time employee shall receive an additional two days as floating holidays, not to exceed eight (8) hours. Both floating holidays shall be credited to them on the first paycheck in January. New employees hired between January 1 and Presidents' Day, shall be given 16 hours of floating holiday at time of hire. New employees hired between Presidents' Day and Veteran's Day shall be given 8 hours of floating holiday at the time of hire. Employees hired between Veteran's Day and December 31<sup>st</sup> shall be given 0 hours of floating holiday at time of hire. Accrued floating holiday hour balances shall not be carried over to the next calendar year, nor be paid out at termination of employment.

Employees who work on a Holiday shall receive time and one-half pay for Holiday hours. Employees who work on Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve or Christmas Day shall receive double time pay. There shall be no pyramiding of overtime as a result of holiday pay.

#### **14.9 Catastrophic Illness Contributions**

Employees who need extended leave beyond their accrued paid leave for a specific personal or family emergency situation may request the contribution of vacation or personal hours from other employees. Directors must approve requests for transferring leave to another employee.

#### **14.10 Meal Money**

A paid meal allowance of \$9.00 will apply only to unscheduled, emergency overtime. In no case will a meal allowance be granted for scheduled overtime work, nor for work which is non-emergency in nature. "Scheduled" means overtime for which the employee is provided with two or more hours of advanced notice, of which at least one and one-half hours is time off the clock.

One meal allowance will be paid for work outside the employee's regularly scheduled shift for each of the following qualifying events:

- An employee is required to report for work more than 30 minutes prior to the start of the employee's regular shift and the employee works to the start of the regular shift.
- An employee is required to work two hours beyond the end of his or her regular shift, or is required to report back to work within two hours of the end of the regular shift, and continues to work until two hours after the end of the regular shift.
- An employee works five consecutive hours exclusive of the two hours before or after his or her regular shift.

Employees may be granted a break for each meal allowance that is earned however, in the event the emergency nature of the work demands forfeiting this break period, no additional compensation will be due.

**ARTICLE 15**  
**LEAVES OF ABSENCES**

**15.1 Voting Leave**

An employee entitled to vote at an election who does not have three consecutive hours before or after work when the polls are open shall be granted paid time off from work to vote. The time granted will be the amount needed so the employee has a total of three consecutive hours available during the time the polls are open. Application for Voting Leave shall be made individually and in writing prior to the date of the election, and the Employer shall designate the period of time to be taken.

**15.2 Jury and Court Appearance Leave**

Employees who receive a summons for jury duty, or a subpoena for a court appearance in a matter in which the employee is not a party, shall notify their supervisor immediately by memorandum with a copy of the summons or subpoena attached. For any time lost from work, an employee will receive full pay less any amount paid for jury or witness service, excluding expenses. Employees on the second or third shift may be rescheduled to the day shift to accommodate jury duty or witness service on a case by case basis. An employee who reports for jury duty or witness service and is dismissed more than one hour before the end of the employee's workday shall promptly report to work for the remainder of the work day.

**15.3 Union Leave**

Duly elected representatives of the union shall be granted time off without pay for union conventions and conferences. Combined time off for all representatives shall not exceed a total of 180 hours per year. Not more than two employees per director department and not more than four employees total shall be granted this leave for any one conference or convention. Such leave shall not interfere with the Employer's operations.

#### **15.4 Military Leave**

The Employer shall grant leaves of absence for military leaves as provided by federal and state statutes.

#### **15.5 Family Medical Leave Act (FMLA) Leave**

FMLA Leave shall be granted as provided by federal law. Eligible employees must use any accrued applicable leave time during an FMLA leave. Leave shall be applied in the following order: sick leave, personal leave, floating holidays, vacation. Guidelines, conditions and forms regarding FMLA leave are available from the Human Resources Department.

#### **15.6 Other Leaves**

The Employer has the discretion to grant other paid or unpaid leaves of absence.

## **ARTICLE 16**

### **MISCELLANEOUS**

#### **16.1 Work Rules**

The Employer may establish reasonable work rules not in conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Local Union/Chapter at least seven (7) calendar days prior to the effective date of the rule unless necessary for an emergency situation.

#### **16.2 Access to Personnel Files**

Employees shall have the right to inspect their personnel files as permitted by law. In the event of disciplinary action involving a suspension or discharge, the Employer upon request will furnish a copy of the affected employee's personnel file at no cost.

#### **16.3 Tuition Assistance**

The Employer shall maintain its current career development program. The plan shall provide for Employer participation in the cost of tuition expenses subject to the standards established in that program.

#### **16.4 Payday**

All employees shall be paid on a bi-weekly basis. Employees shall complete and submit time sheets on or before the established deadlines.

#### **16.5 Identification Cards**

All employees shall receive and carry at all times while on duty identification cards and access cards. The Employer will replace at no cost all identification and access cards that wear out. The Employer will replace identification cards and/or access cards lost by the employee at a cost of not more than \$11.

#### **16.6 Performance Evaluation**

All bargaining unit employees shall receive a fair and impartial formal performance evaluation at least annually. A conference regarding the evaluation will be held between the employee and the supervisor following the completion of the written evaluation. All formal evaluation reports will be placed in the employee's personnel file, and the employee will be furnished with a copy of all reports upon request. The employee has the right to respond to his/her performance evaluation, and such response shall become part of the evaluation report.



### **16.7 Contracting**

When the Employer is considering contracting, outsourcing, or subcontracting work which would result in the elimination of a bargaining unit position the Employer and the Union shall meet (within 30 calendar days) to investigate whether such work can be done more cost effectively by the employees covered under this Agreement..

### **16.8 Employee Assistance Program**

The Employer will provide an Employee Assistance Program (EAP) similar to the program currently in effect. The Employer and the Union will encourage the employee to seek professional assistance when necessary.

### **16.9 Labor/Management Meetings**

The Employer and Union agree to establish monthly labor/management meetings. Up to three (3) representatives from the Union and up to an equal number of management will attend the meetings. The Labor Relations Manager and the Chapter Chair of the Union shall be equal, permanent members of the committee. The Labor Relations Manager and the Chapter Chair of the Union shall be co-chairs of the committee

The purpose of the meetings shall be to afford both labor and management a forum in which to communicate on items that may be of interest to both parties. The meetings are established as a communication vehicle only and shall not have authority to bind either the Union or the Employer. Union representatives will be in pay status for all time spent in labor/management meetings which are held during their regularly scheduled hours of employment.

### **16.10 Licenses and Certificates**

All licenses and/or certificates required by the Employer to conduct the business of the Employer shall be paid for by the Employer, except an Iowa Driver's License.

## **ARTICLE 17**

### **GENERAL**

#### **17.1 Permissive Subjects**

The Union and the Employer acknowledge that, during the negotiations that resulted in this agreement, each party had an unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of negotiations. The understanding and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this agreement.

Therefore, the Employer and the Union, for the duration of this agreement and any extensions thereof, each voluntarily and unqualifiably waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

#### **17.2 Future Discussions**

This article is not intended to prohibit a discussion between the employer and the Union in regard to existing practices or any changes effected by either the legislature or courts during the term of this agreement.

#### **17.3 Saving Clause**

In the event any provisions of this agreement conflict with the existing laws of the United States or the State of Iowa, as determined by a court of competent jurisdiction, that part of said agreement in conflict therewith shall not be applicable until such laws be changed, either by legislative action or judicial interpretation. It is specifically agreed, however, that all provisions of said agreement not in conflict with the applicable laws shall be enforceable; and only that part that conflicts with said law shall be unenforceable; and nothing contained in this agreement shall be construed as to require the Employer or the Union to violate any applicable laws. Both the Employer and the Union state that it is their intent to comply with all existing laws.

#### **17.4 Successorship**

This agreement shall be final and binding on any and all successors and assigns of the employer, whether by sale, transfer, merger, acquisition, consolidation or otherwise. The Employer shall make it a condition of transfer that the successor shall be bound by the terms of this agreement.

## ARTICLE 18

### DURATION

This Agreement shall become effective on January 1, 2008 and remain in full force and effect through December 31, 2010. This agreement shall automatically continue in effect from year to year thereafter unless 180 days prior to any annual expiration date either party gives the other party written notice of its desire to modify or terminate this Agreement as required by Chapter 20, Code of Iowa.

In witness whereof, the parties have caused this Agreement to be signed by their representatives and their signatures placed thereon, all on this \_\_\_\_ day of \_\_\_\_\_ at Des Moines, Iowa.

For Des Moines Water Works:

For AFSCME:

By: \_\_\_\_\_

Susan R. Huppert  
Chairperson

By: \_\_\_\_\_

Greg Lewis  
Chief Negotiator

By: \_\_\_\_\_

Todd A. Sadler  
Labor Relations Manager

By: \_\_\_\_\_

Jeanne Middleton  
Negotiation Chairperson

By: \_\_\_\_\_

Jim Cockerham  
Chapter Chair

## APPENDIX A

### WAGE SCHEDULE

#### Job Classification by Pay Grade

Grade 1

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Grade 2      Automotive Service Worker  
Custodian

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Grade 3      Finance Assistant  
Grounds Laborer  
Office Assistant  
Payment & Mail Processing Clerk

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Grade 4	Accounting Clerk Customer Service Representative Dispatcher/CSR Gardener Inventory Specialist	Lead Custodian Meter Reader Park Police Officer Pipelines Laborer (Utility Worker) Water Production Laborer
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Grade 5	AM/FM GIS Technician Automotive Body Technician Building Maintenance Utility Worker Computer Operator Data Quality Specialist	Drafter Laboratory Technician Leak Surveyor Maffitt Reservoir Caretaker Senior Inventory Specialist
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Grade 6	Automotive Equipment Mechanic Concrete Worker Customer Service Coordinator Engineering Technician Equipment Operator-Grounds Equipment Operator-Pipelines Event Coordinator GIS Analyst	Installer/Repair Worker Lead Gardener Maintenance Mechanic Process Control Operator Process Control Operator- Waste Water Relief Process Control Operator Service Worker
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Grade 7	Control Center Operator Crew Leader-Pipelines Crew Leader-Service Engineering Analyst Field Service Technician Lead Mechanic	Maintenance Welder Fabricator Relief Control Center Operator Tool & Die Maker Utility Mechanic
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Grade 8      Control Systems Specialist

Wage Schedule 2008						
SALARY GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	11.84	12.27	12.71	13.16	13.62	14.10
2	13.12	13.60	14.09	14.60	15.11	15.64
3	14.62	15.15	15.70	16.26	16.83	17.42
4	16.25	16.84	17.45	18.07	18.70	19.36
5	17.98	18.63	19.31	20.00	20.70	21.42
6	20.04	20.76	21.52	22.28	23.06	23.87
7	22.27	23.08	23.92	24.77	25.64	26.53
8	24.81	25.71	26.64	27.59	28.56	29.56

Note: Ranges are 19.1% wide with 3.5% steps

Wage Schedule 2009						
SALARY GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	12.28	12.73	13.19	13.66	14.14	14.63
2	13.62	14.12	14.63	15.15	15.68	16.23
3	15.17	15.72	16.29	16.87	17.46	18.07
4	16.86	17.47	18.10	18.75	19.40	20.08
5	18.65	19.33	20.03	20.74	21.47	22.22
6	20.79	21.54	22.32	23.12	23.93	24.77
7	23.10	23.94	24.81	25.69	26.59	27.52
8	25.74	26.68	27.64	28.63	29.63	30.67

Note: Ranges are 19.1% wide with 3.5% steps

Wage Schedule 2010						
SALARY GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	12.75	13.21	13.69	14.18	14.67	15.19
2	14.13	14.65	15.18	15.72	16.27	16.84
3	15.74	16.31	16.90	17.50	18.12	18.75
4	17.49	18.13	18.79	19.46	20.14	20.84
5	19.35	20.06	20.78	21.52	22.28	23.06
6	21.57	22.35	23.16	23.98	24.82	25.69
7	23.97	24.84	25.74	26.66	27.59	28.55
8	26.71	27.68	28.68	29.71	30.75	31.82

Note: Ranges are 19.1% wide with 3.5% steps

## APPENDIX B

### SLEEP-IN TIME

7:00 - 3:30 Shift (Report to work at regular start)

Emergency Response Reporting Time	Emergency Response Work Completed	Shift Ends	Balance Paid	Hours Exempt from Call-in
Prior to 10:30 p.m.	1:29 a.m. or before	3:30 p.m.	0.0	0.0
	1:30 a.m. to 2:29 a.m.	2:00 p.m.	1.5	9.0
	2:30 a.m. to 3:29 a.m.	1:30 p.m.	2.0	9.5
	3:30 a.m. to 4:29 a.m.	12:30 p.m.	3.0	10.5
	4:30 a.m. to 5:29 a.m.	11:00 a.m.	4.0	12.0
	5:30 a.m. to 7:00 a.m.	10:30 a.m.	4.5	12.5
10:30 p.m. to 11:29 p.m.	2:29 a.m. or before	3:30 p.m.	0.0	7.5
	2:30 a.m. to 3:29 a.m.	2:30 p.m.	1.0	8.5
	3:30 a.m. to 4:29 a.m.	1:30 p.m.	2.0	9.5
	4:30 a.m. to 5:59 a.m.	11:30 a.m.	3.5	11.5
	6:00 a.m. to 7:00 a.m.	10:30 a.m.	4.5	12.5
11:30 p.m. to 12:29 a.m.	3:29 a.m. or before	3:30 p.m.	0.0	7.5
	3:30 a.m. to 4:29 a.m.	2:00 p.m.	1.5	9.0
	4:30 a.m. to 5:59 a.m.	12:30 p.m.	3.0	10.5
	6:00 a.m. to 7:00 a.m.	10:30 a.m.	4.5	12.5
12:30 a.m. to 1:29 a.m.	4:29 a.m. or before	3:30 p.m.	0.0	7.5
	4:30 a.m. to 5:59 a.m.	1:30 p.m.	2.0	9.5
	6:00 a.m. to 7:00 a.m.	12:30 p.m.	3.0	10.5
1:30 a.m. to 2:29 a.m.	5:29 a.m. or before	3:30 p.m.	0.0	7.5
	5:30 a.m. to 7:00 a.m.	1:30 p.m.	2.0	9.5
2:30 a.m. or after	all times	3:30 p.m.	0.0	0.0
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7:30 - 4:00 Shift (Report to work at regular start)

Emergency Response Reporting Time	Emergency Response Work Completed	Shift Ends	Balance Paid	Hours Exempt from Call-in
Prior to 11:00 p.m.	1:59 a.m. or before	4:00 p.m.	0.0	0.0
	2:00 a.m. to 2:59 a.m.	2:30 p.m.	1.5	9.0
	3:00 a.m. to 3:59 a.m.	2:00 p.m.	2.0	9.5
	4:00 a.m. to 4:59 a.m.	1:00 p.m.	3.0	10.5
	5:00 a.m. to 6:29 a.m.	11:30 a.m.	4.0	12.0
	6:30 a.m. to 7:30 a.m.	11:00 a.m.	4.5	12.5
11:00 p.m. to 11:59 p.m.	2:59 a.m. or before	4:00 p.m.	0.0	7.5
	3:00 a.m. to 3:59 a.m.	3:00 p.m.	1.0	8.5
	4:00 a.m. to 4:59 a.m.	2:00 p.m.	2.0	9.5
	5:00 a.m. to 6:29 a.m.	12:00 p.m.	3.5	11.5
	6:30 a.m. to 7:30 a.m.	11:00 a.m.	4.5	12.5
12:00 a.m. to 12:59 a.m.	3:59 a.m. or before	4:00 p.m.	0.0	7.5
	4:00 a.m. to 4:59 a.m.	2:30 p.m.	1.5	9.0
	5:00 a.m. to 6:29 a.m.	1:00 p.m.	3.0	10.5
	6:30 a.m. to 7:30 a.m.	11:00 p.m.	4.5	12.5
1:00 a.m. to 1:59 a.m.	4:59 a.m. or before	4:00 p.m.	0.0	7.5
	5:00 a.m. to 6:29 a.m.	2:00 p.m.	2.0	9.5
	6:30 a.m. to 7:30 a.m.	1:00 p.m.	3.0	10.5
2:00 a.m. to 2:59 a.m.	5:59 a.m. or before	4:00 p.m.	0.0	7.5
	6:00 a.m. to 7:30 a.m.	2:00 p.m.	2.0	9.5
3:00 a.m. or after	all times	4:00 p.m.	0.0	0.0



## APPENDIX C JOB FAMILIES

